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*Attorneys for Defendant Cox Communications*

**UNITED STATES DISTRICT COURT**

**DISTRICT OF NEVADA**

WILLIAM BERRY,

Plaintiff,

vs.

NATIONAL CONSUMER TELECOM &  
UTILITIES EXCHANGE, INC;  
COX COMMUNICATIONS,

Defendants.

**CASE NO. 2:20-cv-02130-RFB-BNW**

**STIPULATION BETWEEN PLAINTIFF  
AND COX COMMUNICATIONS  
GRANTING COX  
COMMUNICATIONS' MOTION  
TO COMPEL AND FOR DISMISSAL OF  
COX COMMUNICATIONS  
WITHOUT PREJUDICE**

Defendant COX COMMUNICATIONS ("Cox") and Plaintiff William Berry ("Plaintiff;" collectively, the "Parties"), by and through their counsel, hereby stipulate and agree as follows:

1. Plaintiff filed his Complaint on November 19, 2020 (ECF No. 1).
2. Cox filed its Answer to Plaintiff's Complaint on January 14, 2021 (ECF No. 11).
3. In its Answer, Cox alleged as an Affirmative Defense that "[t]his Court lacks jurisdiction and Plaintiff must be compelled to arbitrate all of his claims against Cox because Plaintiff and Cox entered into a valid and enforceable arbitration agreement." (*Id.* at 10, Affirmative Defense No. 1).
4. On January 25, 2021, Cox filed its Motion to Compel Arbitration. (ECF No. 16).
5. On February 8, 2021, Plaintiff filed his Response to Cox Communications' Motion to Compel Arbitration. (ECF No. 17).

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6. On February 9, 2021, Plaintiff's counsel contacted Cox's counsel advising that Plaintiff will stipulate to arbitration in accordance with the parties' arbitration agreement.

7. As such, Plaintiff and Cox stipulate and agree that Cox's Motion to Compel Arbitration (ECF No. 16) is granted and Cox's request for sanctions is denied without prejudice.

8. Plaintiff and Cox further stipulate and agree that Plaintiff's claims against Cox should be dismissed, without prejudice, with each Party to bear its own fees and costs incurred thus far in these proceedings.

DATED this 11 <sup>th</sup> day of February, 2021.	DATED this 11 <sup>th</sup> day of February, 2021.
<b>KRIEGER LAW GROUP, LLC</b>	<b>DICKINSON WRIGHT PLLC</b>
By: <u>/s/: Shawn Miller</u> DAVID KRIEGER, ESQ. Nevada Bar No. 9086 SHAWN MILLER, ESQ. Nevada Bar No. 7825 2850 W. Horizon Ridge Parkway, Ste. 200 Henderson, NV 89052 Telephone: 702-848-3855 Email: <a href="mailto:dkrieger@kriegerlawgroup.com">dkrieger@kriegerlawgroup.com</a> Email: <a href="mailto:smiller@kriegerlawgroup.com">smiller@kriegerlawgroup.com</a>	By: <u>/s/: Brooks T. Westergard</u> MICHAEL N. FEDER, ESQ. Nevada Bar No. 7332 BROOKS T. WESTERGARD, ESQ. Nevada Bar No. 14300 3883 Howard Hughes Parkway, Ste. 800 Las Vegas, NV 89169 Tel: 702-550-4400 Fax: 844-670-6009 Email: <a href="mailto:MFeder@dickinsonwright.com">MFeder@dickinsonwright.com</a> Email: <a href="mailto:BWestergard@dickinsonwright.com">BWestergard@dickinsonwright.com</a>
<i>Attorneys for Plaintiff William Berry</i>	<i>Attorneys for Defendant Cox Communications</i>

### **ORDER**

Based on the foregoing Stipulation, IT IS HEREBY ORDERED that Cox's Motion to Compel Arbitration (ECF No. 16) is GRANTED and Cox's request for sanctions is DENIED without prejudice.

IT IS FURTHER ORDERED that Plaintiff's claims against Cox are DISMISSED WITHOUT PREJUDICE, with each Party to bear its own fees and costs incurred thus far in these proceedings.

**IT IS SO ORDERED:**

  
\_\_\_\_\_  
**RICHARD E. BOULWARE, II**  
**United States District Court**

DATED this 19th day of February, 2021.